

EXHIBIT A

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

No. _____

Date 5/5/2006

Seller Hacienda Systems USA, Inc.
 15750 N. Northlight Blvd.
 Scottsdale, AZ 85260

"We" and "us" mean the Seller above, its successors and assigns.

Buyer *SILVERMAN, JACK
 13470 E ESTRELLA AVE.
 SCOTTSDALE AZ 85259

"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of	Year <u>2006</u>	VIN <u>1HD1GV1106K320953</u>	Other:
Motor Vehicle	Make <u>HARLEY</u>	Lic. No./Year	
Purchased	Model <u>FXDCI</u>	<input type="checkbox"/> New <input type="checkbox"/> Used	

Description of Trade-In _____

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ \$19243.17, plus finance charges accruing on the unpaid balance at the rate of 11.9% per year from today's date until maturity. Finance charges accrue on a 365 day basis. After maturity, or after you default and we demand payment, we will earn finance charges on the unpaid balance at 11.9% per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **ADDITIONAL FINANCE CHARGE:** You agree to pay an additional, nonrefundable finance charge of \$ N/A that will be ☐ paid in cash, ☐ added to the Cash Price, ☐ paid proportionally with each payment.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	AMOUNT FINANCED <small>The amount of credit provided to you or on your behalf.</small>	TOTAL OF PAYMENTS <small>The amount you will have paid when you have made all scheduled payments.</small>	TOTAL SALE PRICE <small>The total cost of your purchase on credit, including your down payment of</small>
<u>11.9%</u> %	\$ <u>\$9205.11</u>	\$ <u>\$19243.17</u>	\$ <u>\$28448.28</u>	\$ <u>\$2,500.00</u> \$ <u>\$30,948.28</u>

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<u>84</u>	<u>\$338.67</u>	<u>Monthly beginning 6/4/2006</u> <u>Until paid in full</u>

Security: You are giving a security interest in the Motor Vehicle purchased.

Late Charge: If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of the lesser of 5% of the unpaid amount of the payment due or \$10.

Prepayment: If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.
☐ If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured N/A
☐ Single ☐ Joint Prem. \$ \$0.00 Term N/A

Credit Disability: Insured N/A
☐ Single ☐ Joint Prem. \$ \$0.00 Term N/A

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ <u>\$0.00</u>)	\$ <u>\$21,204.67</u>
Service Contract, Paid to:	\$ <u>\$0.00</u>
Amount to Finance line e. (if e. is negative)	\$ <u>\$0.00</u>
Cash Price	\$ <u>\$21,204.67</u>
Manufacturer's Rebate	\$ <u>\$0.00</u>
Cash Down Payment	\$ <u>\$0.00</u>
Deferred Down Payment	\$ <u>\$0.00</u>
a. Total Cash/Rebate Down	\$ <u>\$2500.00</u>
b. Trade-In Allowance	\$ <u>\$0.00</u>
c. Less: Amount owing	\$ <u>\$0.00</u>
Paid to:	\$ <u>\$0.00</u>
d. Net Trade-In (b. minus c.)	\$ <u>\$0.00</u>
e. Net Cash/Trade-In (a. plus/d. minus)	\$ <u>\$2,500.00</u>

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverage we offered.

Buyer _____ d/o/b _____ Buyer _____ d/o/b _____
PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ \$0.00. If you get insurance from or through us you will pay \$ \$0.00 for _____ of coverage.

This premium is calculated as follows:

☐ \$ _____ Deductible, Collision Coverage \$ \$0.00
☐ \$ _____ Deductible, Comprehensive Cov. \$ \$0.00
☐ Fire-Theft and Combined Additional Coverage \$ \$0.00
☐ _____ \$ \$0.00

THE ABOVE INSURANCE DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE UNLESS SUCH INSURANCE IS SPECIFICALLY DESCRIBED ABOVE.

☐ **SINGLE-INTEREST INSURANCE:** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ \$0.00 for _____ of coverage.

These sections apply only if this Contract involves the sale of a "used motor vehicle" and the seller is a "used motor vehicle dealer" as defined by Ariz. Rev. Stat. Ann. § 44-1261. **OTHER IMPORTANT WARRANTY INFORMATION MAY BE SUPPLIED TO YOU SEPARATELY.**

IMPLIED WARRANTY OF MERCHANTABILITY:

THE SELLER HEREBY WARRANTS THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO \$25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

☐ **WAIVER FOR SPECIFIC DEFECTS:** Due to circumstances that are unusual to Seller's business, the Vehicle is sold with certain defects which are described below. You decided to purchase the Vehicle after being advised of the specific defects described below.

We disclaim and you waive the Implied Warranty of Merchantability described above with respect to the specific defects noted in the next paragraph. You agree to this disclaimer and waiver by signing below.

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

- 1.
- 2.
- 3.

Buyer _____ Date _____ Buyer _____ Date _____

WARRANTY DISCLAIMERS: YOU UNDERSTAND THAT WE MAKE NO IMPLIED WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE. EXCEPT AS PROVIDED ABOVE AND AS REQUIRED BY LAW, WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE. Except as provided above, you will take the Vehicle AS IS and WITH ALL FAULTS.

We are regulated by the Arizona State Banking Department. Any complaints you have concerning this Contract may be addressed to the Arizona State Banking Department, 2910 North 44th Street, Suite 310, Phoenix, Arizona 85018; Telephone (602) 255-4421.

Down Payment (e., disclose as \$0 if negative) \$ \$2,500.00
Unpaid Balance of Cash Price \$ \$18,704.6
Paid to Public Officials - Filing Fees \$ \$240.0
Insurance Premiums* \$ \$0.0
Additional Finance Charge(s), Paid to Seller \$ \$0.00
To: **Doc Fee** \$ \$298.5
To: _____ \$ \$0.0
To: _____ \$ \$0.0
To: _____ \$ \$0.0
Total Other Charges/Amounts Pd. to Others \$ \$538.5
Less: Prepaid Finance Charges \$ \$0.0
Amount Financed \$ \$19243.5
*We may retain or receive a portion of this amount.

BROKER FEE: ☐ WE HAVE PAID A BROKER FEE TO _____ ☐ WE HAVE NOT PAID ANY BROKER FEES ON THIS TRANSACTION.

☐ **SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover _____

_____ This Service Contract will be in effect for 0 Months

ASSIGNMENT: This Contract and Security Agreement is assigned to CUSTOMER NAME, ADDRESS _____

OAK BROOK BANK
the Assignee, phone _____ PHONE # _____ This assignment is made ☐ under the terms of a separate agreement. ☒ under the terms of the ASSIGNMENT BY SELLER on page 2. ☐ This assignment is made with recourse.

Seller: By [Signature] Date 5/5/2006

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

NOTICE TO THE BUYER

(1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Buyer: X [Signature] 5/5/2006
Signature _____ Date _____

Signature _____ Date _____

Seller: By [Signature]

EXHIBIT B

ARIZONA CERTIFICATE OF TITLE



**Motor
Vehicle
Division**
48-7200 R06/03

Inventory Control

6173255

Vehicle Identification Number

1HD1GV1106K320953

Year

2006

Make

HD

Model

DCI

Body Style

MC

First Registered

06/2006

List Price

014195

Mobile Home Manufacturer

Unit Number

OAK BROOK BANK
1400 16TH ST
OAK BROOK IL 60523

Title Number

015M006135053

Issue Date

05152006

Film Number

G135015M27

Odometer Reading (no tenths) *

0000004 A

Previous Title Number

MCO

State

Issue Date

00000000

Previous Film Number

ORIGINAL

* A - Actual Mileage
B - Mileage in excess of the odometer mechanical limits
C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

JACK R SILVERMAN
13470 E ESTRELLA AVE

SCOTTSDALE

AZ 85259

Lienholders

FIRST LIEN-
OAK BROOK BANK

LIEN DATE: 05052006

1400 16TH ST

OAK BROOK

IL 60523

LIEN RELEASE

Lienholder Name			Acknowledged before me this date		Notary Public Signature	
Lien Amount	Lien Date	Lienholder Signature	Date	County	State	Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

EXHIBIT C



Comptroller of the Currency
Administrator of National Banks

Central District Office
One Financial Place, Suite 2700
440 South LaSalle Street
Chicago, Illinois 60605

November 3, 2006

Ms. Nancy M. Stiles, P.C.
Silver, Freedman & Taff, L.L.P.
1700 Wisconsin Avenue, N.W.
Washington, D.C. 20007

Re: Merger of Oak Brook Bank, Oak Brook, Illinois with and into MB Financial Bank, National Association, Chicago, Illinois (CAIS Control Number: 06-CE-02-011)

Dear Ms. Stiles:

This letter is the official certification of the Comptroller of the Currency (OCC) to merge Oak Brook Bank, Oak Brook, Illinois with and into MB Financial Bank, National Association, Chicago, Illinois, effective as of November 2, 2006. The resulting bank title is MB Financial Bank, National Association, charter number 13684.

This is also the official authorization given to MB Financial Bank, National Association to operate the branches of the target institution and the main office of the target institution as a branch. A listing of each newly authorized branch and its assigned OCC branch number is enclosed. For the branches located at 9701 South Cicero, Oak Lawn, Illinois 60453 and 581 Elm Place, Highland Park, Illinois 60035, that were approved by another regulator but are currently unopened, the bank must advise this office in writing within 10 days of the branch's opening date so that the OCC may assign a branch number to the newly authorized branch. **Please reference the CAIS Control Number in your letter.**

If you have any questions, please contact me at (312) 360-8866 or Director for District Licensing David J. Rogers at (312) 360-8863.

Sincerely,

Travis W. Wilbert
Senior Licensing Analyst

Enclosure

EXHIBIT D

Black Book
Internet Solutions Motorcycle & Powersports

12/8/2010



Prices
 Effective:
 December
 2010

VIN: 1HD1GV1106K3209 **Go**

Select Cycle Type: All Model Types

Year: 2006

Make: Harley-Davidson

Model: FXDCI Dyna SG Custom

Year: 2006

Make: Harley-Davidson

Model: FXDCI Dyna SG Custom

Model Type: Cruiser

Displacement: 1450

Cylinders: 2

VIN: 1HD1GV1106K320953

Finance Advance: \$6,950

MSRP: \$14,195

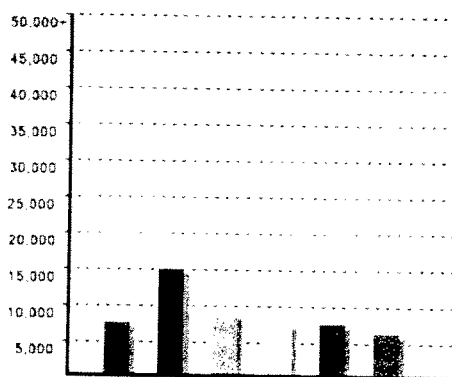
Avg Retail: \$8,615

Auction Wholesale \$7,335

Clean Trade: \$6,760

Fair Trade: \$5,845

- \$6,950 - Finance Advance
- \$14,195 - MSRP Value
- \$8,615 - Avg. Retail
- \$7,335 - Auction Wholesale
- \$6,760 - Clean Trade
- \$5,845 - Fair Trade



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